

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

ANTHONY GREGOR, et al., on behalf of
themselves and all others similarly
situated,

Plaintiffs,

v.

RICE DRILLING D, LLC, et al.,

Defendants.

Case No. 2:21-cv-3999

Magistrate Judge Elizabeth Preston
Deavers

**PLAINTIFFS' UNOPPOSED MOTION FOR ATTORNEYS' FEES,
LITIGATION EXPENSES, AND SERVICE AWARDS**

Pursuant to FED. R. CIV. P. 23(h), Plaintiffs Dorothy Bowman, Maple Ridge Farm, LLC, and OK Ridge Farm, LLC hereby move the Court for an order: (1) awarding Class Counsel attorneys' fees in the amount of one-third of the Settlement Fund and \$169,697.46 in reimbursement for Litigation Expenses; and (2) approving a \$10,000.00 Incentive Award Payment to each of Plaintiffs Dorothy Bowman and Joseph Duvall (principal of both Maple Ridge Farm, LLC, and OK Ridge Farm, LLC). This motion is based on the incorporated memorandum of law, the declarations and exhibits filed herewith, the pleadings and papers in this action, and any additional arguments of counsel. Plaintiffs' counsel conferred with Defendants' counsel, and Defendants do not oppose this motion.

Dated: November 7, 2025

Respectfully submitted,

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INTRODUCTION

On July 24, 2025, the Court preliminarily approved a proposed class action settlement that would resolve this complex and long-running oil-and-gas litigation. *See* Preliminary Approval Order, ECF No. 94. Under the proposed settlement, Defendants Rice Drilling D, LLC, EQT Corp., EQT Production Co., and EQT Energy, LLC have agreed to provide substantial monetary relief to Settlement Class Members. Based on the parties' initial research, before any deductions for class members who choose to opt out, the estimated value of the common fund is \$22,086,769.31. *See* Joint Decl. of Class Counsel in Support of Motion for Attorneys' Fees at ¶¶ 51–53 (“Joint Decl.”).

Class Counsel brokered this settlement in the face of significant litigation risk, and they have spent 7,012.3 hours and \$169,697.46 in connection with this case. Therefore, Plaintiffs respectfully request that the Court issue an order: (1) awarding Class Counsel attorneys' fees in the amount of one-third of the Settlement Fund and \$169,697.46 in reimbursement for Litigation Expenses; and (2) approving a \$10,000.00 Incentive Award Payment to Plaintiffs Dorothy Bowman and Joseph Duvall.

FACTUAL BACKGROUND

A. Plaintiffs allege that they were underpaid royalties pursuant to a commonly negotiated contract.

This class action arises from a dispute over royalties owed under an oil-and-gas lease. *See* Joint Decl. at ¶¶ 28–30. The Smith-Goshen lease is a contract negotiated by a landowners' group on behalf of numerous landowners that leased certain oil-and-gas rights located in Belmont County, Ohio, to Defendant Rice Drilling D, LLC, an oil and gas company that was later acquired by Defendant EQT Corp. The Smith-Goshen leases allow Defendants to extract natural gas from specific shale formations beneath the leased properties in exchange for consideration which includes royalty

payments equal to 20% of the gross proceeds received from the sale of that gas to an unaffiliated third-party purchaser in an arm's-length transaction.

Plaintiffs are landowners who signed Smith-Goshen leases with Defendants. They filed this class action over four years ago, alleging that Defendants had underpaid them royalties for production under their Smith-Goshen leases. *See* Compl., ECF No. 1-1. The operative complaint alleges that Defendants are liable for breach of contract under the theories that they: (1) underpaid royalties by calculating royalty payments based on sales to an affiliate, rather than based on an arm's length transaction with an unaffiliated third-party purchaser; and (2) took improper deductions that were not allowed under the lease when calculating royalty payments. *See* Second Am. Compl. at ¶¶ 120–21. Defendants deny any liability and dispute the allegations in the operative complaint. Specifically, Defendants contest that Plaintiffs are paid royalties based on sales to an affiliate and that Defendants deduct post-production costs from Plaintiffs' royalties.

Following motion practice directed at the pleadings,¹ the parties proceeded with their initial rounds of written discovery. *See* Joint Decl. at ¶ 31. This process was complex and time-consuming. *Id.* Both parties propounded multiple sets of interrogatories, requests for production, and requests for admissions. *Id.* This process entailed reviewing thousands of pages of documents. *Id.*

¹ Defendants moved to dismiss Plaintiffs' claims for conversion and unjust enrichment, *see* ECF No. 9, after which Plaintiffs' amended the complaint to withdraw those claims, *see* First Am. Compl., ECF No. 10; Order Denying MTD as Moot, ECF No. 12. Plaintiffs later filed a Second Amended Complaint to add claims based on improper deductions, *see* Second Am. Compl., ECF No. 40, and Defendants moved to dismiss Plaintiffs' claim for declaratory relief, *see* ECF No. 41. After full briefing, the Court ultimately granted that motion. ECF No. 55.

B. The parties extensively litigated this case through the class certification and *Daubert* stages.

After Plaintiffs' newly retained class action attorneys from the law firm Meyer Wilson (now Meyer Wilson Werning) appeared on December 6, 2023, the parties proceeded to litigate this case at a rapid speed. *See* Order Granting Motion to Substitute, ECF No. 51. In the span of about six months—much of which coincided with the holidays—Class Counsel was able to complete discovery and litigate this case through the class certification and *Daubert*. *See* Joint Decl. at ¶¶ 32–44.

At this same time, Class Counsel identified the need to straighten out the pleadings and revise the case schedule in order to prepare this case for class certification. *Id.* at ¶ 32. Following a status conference, the Court agreed to receive briefing regarding Plaintiffs' request to: (1) proceed with only three class representatives, rather than the 37 named in the operative complaint; (2) extend the deadline for submission of expert reports; and (3) allow for post class certification merits discovery. *See* 01/17/2024 Minute Entry. The parties submitted dueling letter briefs, as well as supplemental briefs at the Court's request, regarding whether the class representatives could be dropped under FED. R. CIV. P. 21. *See* ECF Nos. 58–59, 61–63. The Court ultimately allowed Plaintiffs to proceed with three class representatives, extended the deadline for disclosure of expert reports, and left for another day the question of whether post class certification discovery would be appropriate. Order re: Status Conference Held 01/17/2024, ECF No. 64.

Class Counsel moved quickly to assist the remaining class representatives—Plaintiff Dorothy Bowman and Joseph Duvall, the sole owner of Plaintiffs Maple Ridge Farm LLC and OK Ridge Farm LLC—with their discovery obligations. Joint Decl. at ¶¶ 33–35. This required Class Counsel to: (1) assist the class representatives with responding to new discovery requests from Defendants; (2) engage in substantial ESI collection efforts, which was challenging and time-consuming for the class

representatives, who are non-technical people; (3) review all newly collected documents and ESI for privilege and responsiveness; (4) spend considerable time preparing the class representatives for their depositions; and (5) defend the class representatives' depositions. *Id.* at ¶ 35.

Simultaneously, Class Counsel determined that it was important to keep interested class members informed, given the importance of this litigation for class members' oil-and-gas leases. *Id.* at ¶ 36. On February 12, 2024, Class Counsel held a town hall meeting for potential class members at the Union Local Middle School in Belmont, Ohio, where they introduced the attorneys from Meyer Wilson to class members and answered questions about the litigation. *Id.*

In December 2023, Class Counsel also determined that they would have to identify and retain a credible and qualified expert witness who could complete an entire report in the few months between when Meyer Wilson appeared in December 2023 and when the expert report disclosure deadline was set to expire in February 29, 2024. *Id.* at ¶¶ 37–41. This required Class Counsel to identify and interview potential experts, rapidly review a large volume of documents, and engage in meet-and-confer efforts with Defendants' counsel to ensure that they had obtained the documents and information necessary for their expert to complete his report. *Id.* at ¶ 40. Class Counsel also had to defend their expert at his deposition. *Id.* at ¶ 41. These efforts resulted in the expert reports of C. Zachary Meyers, which Plaintiffs submitted in support of their motion for class certification. *See id.* at ¶ 39; ECF Nos. 73-9, 73-10.

Along the way, Class Counsel also had to push their case forward through offensive discovery. *Id.* at ¶¶ 31, 42–43. In addition to the document-related discovery described above, Class Counsel took the deposition of Defendants' Rule 30(b)(6) designee, as well as Defendants' expert witnesses, Lesa Adair and David Posner. *Id.* at ¶¶ 42–43.

Those efforts culminated in May 2024, when Plaintiffs filed their Motion for Class Certification (ECF No. 72) and Motion to Exclude the Expert Report of David Posner (ECF No. 74). Joint Decl. at ¶ 44.

C. The parties negotiate a settlement following an arm’s length mediation.

Shortly after Plaintiffs filed their motion for class certification, the parties re-engaged in settlement negotiations. *See* Joint Decl. at ¶ 45. This resulted in the parties agreeing to an October 30, 2024, mediation with Mr. John W. Perry, a respected mediator in the energy industry with over 30 years of experience. *See* Class Action Settlement Agreement at pp. 1–2 (“S.A.”); Joint Decl. at ¶ 45. The parties’ negotiations were informed by the full discovery record, as well as additional informal discovery taken in connection with the mediation. S.A. at pp. 1–2; Joint Decl. at ¶¶ 46–47. The parties also submitted detailed letter briefs outlining their respective positions to Mr. Perry. Joint Decl. at ¶ 48. Negotiations were at all times adversarial and conducted at arm’s length. *Id.* at ¶ 49. With Mr. Perry’s assistance, the parties’ reached a framework for their agreement. *Id.* at ¶ 52. They spent the next several months negotiating the finer points of the agreement as they sought to reduce it to writing, first through a term sheet, and then a full settlement agreement. *Id.* at ¶ 54.

SUMMARY OF SETTLEMENT TERMS

A. Proposed Settlement Class

Plaintiffs previously filed the settlement agreement. *See* ECF No. 93-2. The proposed Settlement Class is defined as follows:

[A]ll the class members, including their affiliates, predecessors and successors-in-interest, and any other persons who are, or were, lessor parties to a Smith Goshen Lease and received royalty payments from Defendants during the period from January 1, 2018 through December 31, 2024, according to the business records maintained by EQT Production Company. The Settlement Class excludes; (a) any person or entity who is currently asserting Settled Claims in any action other than *Gregor* against Defendants; (b) any person or entity who receives royalty in kind pursuant

to a Smith Goshen Lease; (c) any person or entity who has previously released EQT Production Co. and/or its affiliates from liability concerning or encompassing any or all Settled Claims; (d) the federal government; (e) the State of Ohio; (f) legally-recognized Indian Tribes; and (g) any person who serves as a judge in this civil action and his/her spouse.

S.A. § 1.28. Defendants provided business records to the Settlement Administrator for purposes of identifying and sending notice to the Settlement Class Members. *Id.*

§ 5.3.2. Based on the records produced in discovery, the number of Settlement Class Members consists of more than 500 persons and entities. Joint Decl. at ¶ 50.

B. Settlement Consideration

The Settlement provides class members with access to substantial monetary relief paid from a common fund. S.A. § 5.1. The total amount of the common fund will be calculated by adding together the total number of “Royalty Payments” and “Bonus Payments” for the entire class. *Id.* § 5.2. The Royalty Payments will be calculated by multiplying \$0.15 by the total MMBtu on which Defendants made royalty payments to Settlement Class Members pursuant to a Smith Goshen lease for production of natural gas from January 1, 2018 through December 31, 2024. *Id.* § 5.2.1. Known Settlement Class Members at that time had production of an estimated 72,689,129 MMBtu during the time period, so the estimated total Royalty Payments is approximately \$10,903,369.31. Joint Decl. at ¶¶ 51–53. The total Bonus Payment is calculated by multiplying \$450 by 24,852 acres, which is the approximate total acres that the full class leased to Defendants. S.A. § 5.2.2. But regardless of the precise acreage, the amount of the total Bonus Payments shall not be less than \$11,183,400, not including opt-outs. *Id.* § 5.2.2. Together, the money from those two payments will constitute the common fund, which will be used to pay for notice and claims administration, attorneys’ fees and expenses, and all payments to Settlement Class Members. *Id.* § 5.1. In addition, all Settlement Class Members are entitled to reimbursement for any Post-Production Costs and taxes deducted in the calculation of their royalty payments that have not yet been reimbursed, if any. *Id.* § 5.4.

Reimbursement of improper deductions will be made to class members directly in the regular course of their royalty payments, as opposed to a separate, special payment. *Id.*

Therefore, if there are no opt-outs, the total value of the common fund will be approximately \$22,086,769.31. Joint Decl. at ¶ 53. After deducting attorneys' fees, litigation expenses, and administration costs, the remainder of the Settlement Funds will be distributed pro rata based on (1) the total MMBtu on which each Settlement Class Member was paid royalties by Defendants pursuant to a Smith Goshen lease for production from January 1, 2018 through December 31, 2024 for the Royalty Payments portion and (2) the total net mineral acres in a Production Unit which are owned by each Settlement Class Member and covered by a Smith Goshen Lease for the Bonus Payments portion. *See* S.A. § 5.2; Plan of Administration and Distribution, Exhibit E to S.A. at § 2(a).

In exchange for those cash benefits, Defendants will receive a release from liability for all claims related to “the payment of royalties by Defendants under the lease,” except as specifically excluded, and all claims that Defendants improperly “extracted minerals from strata, subsurface formations, or shales” that were not granted under the lease. S.A. § 11.1.1. The release thus includes both the breach of contract claims asserted in the complaint and any trespass claims related to the lease that could have been pleaded against Defendants as part of this case. Each Settlement Class Member will also be required to execute a lease ratification (attached as Exhibit F to the Settlement Agreement) which clarifies (1) that Defendants must calculate royalty payments based on the TETCO M-2 Index Price per MMBtu of gas produced and sold by Defendants free of Post-Production Cost deductions, and (2) the formations granted pursuant to the lease. *Id.* § 6.

C. Attorneys' Fees and Service Awards

The Settlement authorizes Class Counsel to request Attorneys' Fees in an amount not to exceed one-third of the total value of the Settlement, plus up to \$250,000 in reimbursement for Litigation Expenses. S.A. § 17.7.2. Class Counsel may also request a \$10,000 service award for each of the two class representatives. *Id.*

D. Notice and Claims Administration

The parties retained Schneider Downs & Co., Inc.—a well-respected accounting firm with offices in Columbus, Ohio—to serve as Settlement Administrator. Joint Decl. at ¶ 55. The parties chose an accounting firm here as the administrator because of the particular complexities in determining each class member's specific payment. Schneider Downs is responsible for administering the notice and claims process. S.A. §§ 1.26, 4, 5.3. All costs associated with notice and claims administration will be paid from the Settlement Fund. *Id.* § 5.1.

ARGUMENT

I. Class Counsel's requested fee award is reasonable and should be approved.

Rule 23 provides that “the court may award reasonable attorney's fees and nontaxable costs that are authorized by law or by the parties' agreement.” FED. R. CIV. P. 23(h). The Sixth Circuit “require[s] only that awards of attorney's fees be reasonable under the circumstances.” *Moulton v. U.S. Steel Corp.*, 581 F.3d 344, 352 (6th Cir. 2009) (internal quotation marks and citations omitted) (quoting *Rawlings v. Prudential-Bache Properties, Inc.*, 9 F.3d 513, 516 (6th Cir. 1993)). Courts apply a two-step analysis to determine a reasonable fee. “First, the Court must select a method by which to calculate the attorneys' fees—either the percentage approach or the lodestar approach.” *In re Cardinal Health Inc. Sec. Litig.*, 528 F. Supp. 2d 752, 760 (S.D. Ohio 2007) (citing *In re DPL Inc. Sec. Litig.*, 307 F. Supp. 2d 947, 949–51 (S.D. Ohio 2004)). “Second, the Court must analyze and weigh the ‘Ramey factors’ set

forth in *Ramey v. Cincinnati Enquirer, Inc.*, 508 F.2d 1188, 1196 (6th Cir. 1974), to develop an appropriate fee award using the calculation method selected.” *Id.* In this case, the percentage method is appropriate, and each *Ramey* factor supports the requested fee.

A. The Court should apply the percentage method.

“District courts have the discretion to select the particular method of calculation, but must articulate the reasons for adopting” either the lodestar or percentage method. *Gascho v. Global Fitness Holdings, LLC*, 822 F.3d 269, 280 (6th Cir. 2016) (internal quotation marks and citations omitted) (quoting *Moulton*, 581 F.3d at 352). In this case, the Court should adopt the percentage method.

“Under the percentage method, a court simply awards class counsel a reasonable percentage of the class settlement.” *In re Cardinal Health*, 528 F. Supp. 2d at 762 (citing *Bowling v. Pfizer, Inc.*, 102 F.3d 777, 780 (6th Cir. 1996)). This method “is easy to calculate; it establishes reasonable expectations on the part of plaintiffs’ attorneys as to their expected recovery; and it encourages early settlement, which avoid protracted litigation.” *Gascho*, 822 F.3d at 280. It also spares district courts “from the costly task of scrutinizing counsel’s billable orders.” *In re Cardinal Health*, 528 F. Supp. 2d at 762. And “because the attorneys receive a higher fee if they obtain a higher settlement, the interests of the class and the attorneys are aligned.” *Id.* Moreover, empirical data suggests that rational absent class members would prefer some form of the percentage method. See Brian T. Fitzpatrick, *A Fiduciary Judge’s Guide to Awarding Fees in Class Actions*, 89 *FORDHAM L. REV.* 1151, 1163 (2021) (“[A]lthough more data is certainly needed, the data we have from sophisticated clients shows that they prefer the same arrangements that unsophisticated clients do: the percentage method with fixed percentages of one-third or escalating percentages as the litigation matures.”).

Under the lodestar approach, by contrast, “the trial court first scrutinizes the fee petition to ascertain the number of hours Lead Counsel reasonably expended in creating, protecting, or preserving the fund recovered, and then multiplies the number by a reasonable hourly rate for the attorneys’ services to produce a ‘lodestar’ figure,” which the court may adjust upward or downward with a multiplier. *In re Cardinal Health*, 528 F. Supp. 2d at 761. This approach is time-consuming for district courts and introduces negative incentives for attorneys. *See id.* at 761–62. And it is not supported by the preferences of actual clients in contingency fee litigation. *See Fitzpatrick, supra* at 1153 (“No one—not even the most sophisticated client—appears to use the contingent-lodestar-plus-percentage formula.”).

Consequently, “[i]n the Southern District of Ohio, the preferred method is ‘to award a reasonable percentage of the fund’” *Kimber Baldwin Designs, LLC v. Silv Communications, Inc.*, 2017 U.S. Dist. LEXIS 186830, *14 (S.D. Ohio Nov. 13, 2017) (quoting *Connectivity Sys. Inc. v. Nat’l City Bank*, 2011 U.S. Dist. LEXIS 7829, *34 (S.D. Ohio Jan. 26, 2011)). Courts in this district generally apply the percentage method “absent compelling reasons to the contrary.” *Mullins v. Data Mgmt. Co.*, No. 1:20-CV-214, 2021 U.S. Dist. LEXIS 124891, *6 (S.D. Ohio June 21, 2021) (quoting *Estate of McConnell v. EUBA Corp.*, 2021 U.S. Dist. LEXIS 92836, *15 (S.D. Ohio May 17, 2021) (internal quotation marks and citations omitted)); *see also Hainey v. Parrott*, 617 F. Supp. 2d 668, 677 (S.D. Ohio 2007) (noting that the Sixth Circuit “seemingly expressed a preference for the percentage of the fund method”). This Court should follow the longstanding preference in this district and apply the percentage method.

B. Each of the *Ramey* factors support the requested fee award.

“In reviewing the reasonableness of the requested fee award, the Sixth Circuit requires district courts to consider six factors, known as the *Ramey* factors: (1) the

value of the benefits rendered to the class; (2) society's stake in rewarding attorneys who produce such benefits in order to maintain an incentive to others; (3) whether the services were undertaken on a contingent fee basis; (4) the value of the services on an hourly basis (the lodestar cross-check); (5) the complexity of the litigation; and (6) the professional skill and standing of counsel on both sides.” *Miranda v. Xavier Univ.*, 2023 U.S. Dist. LEXIS 178072, *15–16 (S.D. Ohio Oct. 3, 2023) (citing *Ramey*, 508 F.2d at 1196); *see also Waid v. Snyder*, 63 F.4th 486, 495–96 (6th Cir. 2023) (listing *Ramey* factors). Each factor supports approval in this case.

1. Class Counsel conferred a substantial benefit on the Class.

The first *Ramey* factor is “the value of the benefit” provided to the class. *Ramey*, 508 F.2d at 1198. “To determine the amount of the benefit conferred, courts look to the total amount made available to the class, rather than the amount ultimately claimed by class members.” *Mullins v. S. Ohio Pizza, Inc.*, 2019 U.S. Dist. LEXIS 11019, *11 (S.D. Ohio Jan. 18, 2019) (citing *Boeing Co. v. Van Gemert*, 444 U.S. 472, 480–81 (1980)). Reasonable litigation expenses and settlement administration costs incurred by Class Counsel also count as benefits. *Rikos v. Proctor & Gamble Co.*, 2018 U.S. Dist. LEXIS 72722, *22 (S.D. Ohio Apr. 30, 2018) (quoting *Gascho*, 822 F.3d at 282). Here, every class member will receive a Royalty Payment of \$0.15 per MMBTU during the class period, as well as a Bonus Payment of \$450/acre. S.A. § 5.2. Therefore, the total estimated value of the Settlement Fund is \$22,086,769.31, subject to verification and adjustments for opt-outs. Joint Decl. at ¶¶ 51, 53.

That is an excellent result for the class in light of Plaintiffs’ significant litigation risk. *See Moore v. Aerotek, Inc.*, 2017 U.S. Dist. LEXIS 102621, *21 (S.D. Ohio June 30, 2017) (“[A]n examination of the merits of this case and the risks associated with continued litigation demonstrates that the settlement value is substantial.”). If this case had continued in litigation, Defendants would have had potentially case

dispositive arguments on class certification and the merits. Joint Decl. at ¶¶ 60–61, 94–97. And Defendants have demonstrated their willingness to litigate oil-and-gas cases in Ohio all the way from class certification through trial and subsequent appeals—and win. *See, e.g., Tera, LLC v. Rice Drilling D, LLC*, 176 Ohio St.3d 505 (2024) (vacating jury verdict in favor of plaintiffs on royalties claims); *J&R Passmore, LLC v. Rice Drilling D, LLC*, 2023 U.S. Dist. LEXIS 53543 (S.D. Ohio Mar. 28, 2023) (Marbley, J.) (denying plaintiffs’ motion for class certification in royalties case); *Tera II, LLC v. Rice Drilling D, LLC*, No. 2:21-cv-2221, ECF No. 689 (S.D. Ohio Mar. 1, 2024) (jury verdict in favor of Defendants on royalties claims). The proposed settlement provides class members with significant monetary relief while avoiding the delay of further litigation and the very real risk that Plaintiffs would obtain no recovery at all. Joint Decl. at ¶¶ 94–97.

A comparison between the benefit to the class and Class Counsel’s request for one-third in attorneys’ fees further demonstrates the reasonableness of the fee petition. *See Gascho*, 822 F.3d at 282 (noting that courts should compare the requested fee to the benefit obtained). Class Counsel’s request for one-third of the Settlement Fund falls comfortably within the typical range of fee awards from this district. *See, e.g., Mullins v. Data Mgmt. Co.*, 2021 U.S. Dist. LEXIS 124891, *17 (“Many courts in the Sixth Circuit have held that attorneys’ fees in the amount of 1/3 of the settlement fund is reasonable.”); *Todd S. Elwert, Inc. v. Alliance Healthcare Servs.*, 2018 U.S. Dist. LEXIS 162060, *13 (N.D. Ohio Sept. 21, 2018) (“[T]he Court finds that counsel’s request for one-third of the fund is an amount frequently awarded by district courts in the Sixth Circuit.”); *Amos v. PPG Indus., Inc.*, 2019 U.S. Dist. LEXIS 139021, *36 (S.D. Ohio Aug. 16, 2019) (“Typically, courts award attorneys’ fees in an amount equaling between 20% and 50% of the total amount of the common fund.”); *see also Fitzpatrick, supra* at 1168 (“If judges want to be good fiduciaries for absent class members, then they should probably presume that one-third is the

correct fixed percentage, not one-fourth.”). Therefore, the first *Ramey* factor weighs in favor of the requested fee.

2. Society has a significant interest in rewarding Class Counsel.

The second *Ramey* factor is “society’s stake in rewarding attorneys who produce such benefits in order to maintain an incentive to others.” *Ramey*, 508 F.2d at 1196. “Society has a stake in rewarding attorneys who achieve a result that the individual class members probably could not obtain on their own.” *Est. of Benjamin v. DJGN LLC*, 2023 U.S. Dist. LEXIS 202778, *18 (S.D. Ohio Nov. 13, 2023). This factor favors approval in complicated cases that are expensive and time-consuming to litigate. *See In re Cardinal Health*, 528 F. Supp. 2d at 765 (holding that this factor favored approval in complex securities case because “most individual claimants would lack the resources to litigate a case of this magnitude”); *In re Telectronics Pacing Sys.*, 137 F. Supp. 2d 1029, 1043 (S.D. Ohio 2001) (holding that this factor was satisfied because “Class and Plaintiff’s Counsel expended significant resources of both time and monies. Counsel employed expert witnesses and conducted extensive discovery, which included reviewing thousands of pages of documents, holding investigations, and deposing numerous individuals.”).

Here, Class Counsel spent 7,012.3 hours in connection with this litigation and incurred \$169,697.46 in expenses, so many class members would not realistically have been able to litigate their claims individually. Joint Decl. at ¶¶ 64, 66. “Without this lawsuit, many [class members] would not have known what they were [allegedly] owed and, even if they did, would not have found it practicable or in their best interest to vindicate their rights.” *Myers v. Marietta Mem. Hosp.*, 2022 U.S. Dist. LEXIS 160987, *17 (S.D. Ohio Sept. 6, 2022). Therefore, this factor supports approval.

3. Class Counsel provided their services on a contingent basis and thus faced a real risk of non-payment.

The third *Ramey* factor is “whether the services were undertaken on a contingent fee basis.” *Ramey*, 508 F.2d at 1196. “Where counsel has made significant investments of time, advanced costs, and received no compensation, this typically weighs in favor of granted the requested attorneys’ fees.” *Moore*, 2017 U.S. Dist. LEXIS 102621, *25. Here, Class Counsel accepted this case on contingency, meaning that they have not received any payment for their time or reimbursement for their expenses for over four years. Joint Decl. at ¶¶ 57–61. “In doing so, Class Counsel assumed a real risk in taking on this case, preparing to invest time, effort, and money over a period of years with no guarantee of recovery.” *Carr v. Guardian Healthcare Holdings, Inc.*, 2022 U.S. Dist. LEXIS 32094, *25 (S.D. Ohio Jan. 19, 2022) (citation omitted).

Indeed, Class Counsel spent 7,012.3 hours litigating this case and advanced over \$169,697.46 in litigation expenses. Joint Decl. at ¶¶ 64, 66. They did so despite that this case was factually complex, and Defendants had numerous arguments it would have raised at class certification, summary judgment, and trial that, if accepted by the court or a jury, would have left Class Counsel with nothing to show for their efforts. *See id.* at ¶¶ 70–71, 95. Thus, “[c]ounsel have not been compensated for any time or expense since the beginning of this litigation, which weighs in favor of granting an award of attorney fees.” *Macaluso v. Zirtual Startups, LLC*, 2021 U.S. Dist. LEXIS 154243, *15(S.D. Ohio Aug. 17, 2021).

4. Class Counsel spent thousands of hours litigating this case, which confirms the reasonableness of their fee request.

The fourth *Ramey* factor is “the value of the services on an hourly basis.” *Ramey*, 508 F.2d at 1196. To evaluate this factor, the court calculates class counsel’s lodestar by “multipl[ying] the number of hours ‘reasonably expended’ on the litigation by a ‘reasonable hourly rate.’” *Gascho*, 822 F.3d at 279. “Given the preference in the Sixth

Circuit for using the percentage-of-the-fund method to evaluate attorneys' fees rather than the lodestar method in common fund cases, consideration of this fourth factor—which courts sometimes refer to as a 'lodestar crosscheck'—is not required.” *In re East Palestine Train Derailment*, 2024 U.S. Dist. LEXIS 181361, *50 (N.D. Ohio Sept. 27, 2024). “Even when courts do consider this factor, courts do not employ an exhaustive or precise lodestar cross-check, lest they sacrifice the advantages of the percentage-of-the-fund method.” *Id.* “Thus, the Court may rely on summaries of Class Counsel’s hourly billing records and its own familiarity with the case to determine the reasonableness of the percentage award.” *Id.* at *51.

First, Class Counsel spent 7,012.3 hours litigating this case. Joint Decl. at ¶ 64. This time was reasonably spent, as this case settled only after discovery was essentially complete and Plaintiffs had fully briefed *Daubert* and moved for class certification. *Id.* at ¶¶ 44–46. Moreover, Class Counsel’s adversaries here were represented by Kirkland & Ellis, which is among the largest and most prestigious firms in the world. See Kirkland & Ellis, VAULT (accessed Nov. 5, 2025), <https://vault.com/company-profiles/law/kirkland-ellis> (calling Kirkland & Ellis “[a] legal giant—both in size and reputation”). Additionally, Class Counsel had to brief motions to dismiss, review thousands of documents, take and defend multiple sets of written discovery, depose multiple fact and expert witnesses, prepare motions for class certification and *Daubert* motions, negotiate the settlement agreement, and oversee the settlement approval process. *Id.* at ¶¶ 27, 31, 34–54.

Second, Class Counsel’s hourly rates are reasonable as well. To determine whether hourly rates are reasonable, “the Court may ‘look to national markets, an area of specialization,’ or another market to determine a reasonable rate for Class Counsel’s services.” *Hawkins v. Cintas Corp.*, 2025 U.S. Dist. LEXIS 28378, *13 (S.D. Ohio Feb. 18, 2025) (quoting *McHugh v. Olympia Entm’t, Inc.*, 37 F. App’x 730, 740 (6th Cir. 2002)). Here, Class Counsel’s rates are consistent with the market for their

respective specialties. Joint Decl. at ¶¶ 72, 78–79, 85–86. The majority of Class Counsel’s lodestar is attributed to attorneys from Meyer Wilson, who have a nationwide practice specializing in class actions. *Id.* at ¶¶ 4–12, 70–76; *Hawkins v. Cintas Corp.*, 2025 U.S. Dist. LEXIS 28378, *13 (S.D. Ohio Feb. 18, 2025) (citing cases in which courts approved rates of up to \$1,060 for complex class action specialists); *Myers v. Marietta Mem. Hosp.*, 2022 U.S. Dist. LEXIS 160987, *18 (S.D. Ohio Sept. 6, 2022) (awarding fees to Meyer Wilson and noting that “Class Counsel were highly skilled. Lead Class Counsel have amassed vast experience in federal courts pursuing class and collective-action litigation.”). Meyer Wilson’s then-current rates have been approved by multiple courts. Joint Decl. at ¶ 19.

Class Counsel’s total lodestar is \$3,309,364.05. *Id.* at ¶ 65. Their fee request therefore represents a lodestar multiplier (i.e., the requested fee divided by total lodestar) of only 2.2, which is well within the range typically issued by Ohio courts.² *See id.* at ¶ 66; *Hawkins*, 2025 U.S. Dist. LEXIS 28378, *10 (“Because of the inherent risks of litigation, courts in this district award multipliers of ‘between approximately 2.0 and 5.0.’”); *see also In re Cardinal Health*, 528 F. Supp. 2d at 767 (awarding lodestar multiplier of 6.0); *Merkner v. AK Steel Corp.*, 2011 U.S. Dist. LEXIS 157375, *18 (S.D. Ohio Jan. 10, 2011) (awarding lodestar multiplier of 5.3); *Lowther*, 2012 U.S. Dist. LEXIS 181476, *17 (awarding \$1,275,000 in fees with a lodestar cross-check of \$416,669.48 for a 3.06 multiplier); *Bailey v. AK Steel Corp.*, 2008 U.S. Dist. LEXIS 18838, *8 (S.D. Ohio Feb. 28, 2008) (holding that a “multiplier [of 3.04] is fully

² One-third of the estimated value of the Settlement Fund is \$7,362,256.44. Dividing the requested fee by class counsel’s \$3,310,005.30 lodestar yields a multiplier of 2.22.

Because the amount of the Settlement Fund will not be determined until all opt-outs have been made, and the deadline for opt-outs is not until November 21, 2025, Class counsel will file an update with the Court prior to the final approval hearing in which they will note the final size of the Fund and therefore the dollar amount of their one-third fee request.

warranted given the complexity of the case, the attendant risks, the size of the settlement recovered, and class counsels' continuing obligations to the class, and it is well within the range of multipliers awarded in similar litigation.”). Moreover, Class Counsel will need to perform additional tasks related to overseeing the settlement between now and the final approval hearing, so the multiplier will shrink over time. *See* Joint Decl. at ¶ 67. Therefore, the requested fee award is fair and reasonable, and the Court should approve it.

5. This litigation was complex.

The fifth *Ramey* factor is “the complexity of the litigation.” *Ramey*, 508 F.2d at 1196. As a general matter, “[m]ost class actions are inherently complex.” *Carr v. Guardian Healthcare Holdings, Inc.*, 2022 U.S. Dist. LEXIS 32094, *26 (S.D. Ohio Jan. 19, 2022). That is particularly true of this case, which involved a complex dispute over oil-and-gas royalties. *See* Joint Decl. at ¶¶ 37, 60–61, 95; *Schulein v. Petroleum Dev. Corp.*, 2015 U.S. Dist. LEXIS 186857, *18 (C.D. Cal. Mar. 16, 2025) (approving fee award because “[t]his case is also complex, dealing with technical issues in the oil and gas industries, and complicated financial valuations”); *Donald D. Miller Revocable Family Trust v. DCP Operating Co., LP*, 2021 U.S. Dist. LEXIS 245982, *170020 (E.D. Okla. June 29, 2021) (noting that “[r]oyalty cases” are often “complex,” as “[t]hey generally involve all the complexities involved in the marketing and production systems for oil or gas”). Indeed, the discovery and briefing in this case was extensive and complicated. *See* Joint Decl. at ¶¶ 27, 31, 34–35, 37–44. As such, this was a challenging case that required experienced class action counsel, which demonstrates the reasonableness of the requested fee.

6. This case was litigated by skilled and professional counsel.

The sixth *Ramey* factor is “the professional skill and standing of counsel involved on both sides.” *Ramey*, 508 F.2d at 1196. Here, Class Counsel are, together, highly

experienced in class action practice, oil-and-gas law, and complex litigation. *See* Joint Decl. at ¶¶ 4–26; *Myers*, 2022 U.S. Dist. LEXIS 160987, *18 (holding that this factor was satisfied as to Meyer Wilson and noting that “Class Counsel were highly skilled. Lead Class Counsel have amassed vast experience in federal courts pursuing class and collective-action litigation.”). And Defendants were represented by skilled attorneys from Kirkland & Ellis and Steptoe & Johnson, who were responsible for notable defense victories in oil-and-gas cases in Ohio. *See, e.g., Tera, LLC v. Rice Drilling D, LLC*, 176 Ohio St.3d 505 (2024) (vacating jury verdict in favor of plaintiffs on royalties claims); *J&R Passmore, LLC v. Rice Drilling D, LLC*, 2023 U.S. Dist. LEXIS 53543 (S.D. Ohio Mar. 28, 2023) (Marbley, J.) (denying plaintiffs’ motion for class certification in royalties case); *Tera II, LLC v. Rice Drilling D, LLC*, No. 2:21-cv-2221, ECF No. 689 (S.D. Ohio Mar. 1, 2024) (jury verdict in favor of Defendants on royalties claims). Therefore, each *Ramey* factor supports approving Class Counsel’s request for one-third of the Settlement Fund.

II. The Court should approve Class Counsel’s request for reimbursement of litigation expenses.

Class Counsel also requests reimbursement for \$169,697.46 in litigation expenses. *See* S.A. § 17.7.2. “Under the common fund doctrine, Class Counsel are entitled to reimbursement of all reasonable out-of-pocket expenses and costs incurred in the prosecution of claims and in obtaining settlement.” *Miranda v. Xavier Univ.*, 2023 U.S. Dist. LEXIS 178072, *18–19 (S.D. Ohio Oct. 3, 2023). “In determining what are reasonable out-of-pocket litigation expenses, courts should consider what counsel would charge their hourly fee-paying clients.” *Todd S. Elwert, Inc.*, 2018 U.S. Dist. LEXIS 162060, *14. “Reasonable expenses include the costs of document production, consulting with experts, travel, and other litigation-related expenses.” *Id.*

Here, Class Counsel’s expenses were incurred in connection with tasks necessary to this litigation, such as expert fees, document processing and hosting fees,

deposition expenses, and mediation fees. Joint Decl. at ¶¶ 66, 75–76, 82–83. These expenses are not unusual for expert-intensive class actions in which the parties took full discovery. *See Myers*, 2022 U.S. Dist. LEXIS 160987, *19 (“The Court awards Class Counsel’s \$174,613.87 request for out-of-pocket costs incurred in litigation because those costs were necessary to litigate this case. This included costs for expert witnesses, court filing fees, legal research, mediation, photocopies, postage, process service, deposition expenses, and travel expenses.”). Therefore, the Court should approve Class Counsel’s request for reimbursement.

III. The Court should approve the requested service awards.

Plaintiff also requests a \$10,000 service award (also called an incentive award) for each of the two class representatives, Dorothy Bowman and Joseph Duvall. S.A. §§ 1.11, 17.7.2. “Courts routinely approve incentive awards to compensate named plaintiffs for the services they provide and the risks they incurred during the course of the class action litigation.” *In re Southern Ohio Correctional Facility*, 175 F.R.D. 270, 272 (S.D. Ohio 1997). The Sixth Circuit recently approved over objection a \$15,000 service award in a published opinion. *See In re E. Palestine Train Derailment*, ___ F.4th ___, 2025 U.S. App. LEXIS 29014 *15–16 (6th Cir. Nov. 5, 2025). Service awards are appropriate when the class representatives had significant discovery obligations or spent considerable time remaining apprised of the litigation. *See Pansiera v. Home City ICE Co.*, 2024 U.S. Dist. LEXIS 33358, *19 (S.D. Ohio Feb. 27, 2024) (approving \$10,000 service award because class representative was “responsive and helpful throughout the discovery process,” as he “assisted with document review and production, and he was also deposed during the litigation”); *Harding v. Steak N Shake, Inc.*, 2025 U.S. Dist. LEXIS 53458, *8 (N.D. Ohio Mar. 24, 2025) (approving \$10,000 service award because class representative sat for deposition and extensively communicated with counsel about the case).

Here, Ms. Bowman and Mr. Duvall invested significant time in this case, including by assisting with burdensome document productions, having their depositions taken, and consulting with Class Counsel about the litigation. Joint Decl. at ¶¶ 33–35, 89–93. A modest \$10,000 incentive award is appropriate to recognize their indispensable role in this case, which ensured that the rest of the class could obtain the benefits of a settlement without expending any effort. *See Smith v. Local Cantina, LLC*, 2022 U.S. Dist. LEXIS 73598, *20 (S.D. Ohio Apr. 19, 2022) (approving \$10,000 service award and noting that the award was “in line” with the amount approved by other Ohio courts); *Myers*, 2022 U.S. Dist. LEXIS 160987, *20 (approving \$15,000 reward to each of three class representatives); *In re East Palestine Train Derailment*, 2024 U.S. Dist. LEXIS 181361, *60 (approving \$15,000 service award to each class representative and noting that “the amount of the requested service award is comparable to, or less than, service awards approved in similar cases”), *aff’d* 2025 U.S. App. LEXIS 29014, *15–16 (6th Cir. Nov. 5, 2025).

CONCLUSION

For the foregoing reasons, the Court should: (1) award Class Counsel attorneys’ fees in the amount of one-third of the Settlement Fund and \$169,697.46 in reimbursement for Litigation Expenses; and (2) approve a \$10,000.00 Incentive Award Payment to Plaintiffs Dorothy Bowman and Joseph Duvall.

Dated: November 7, 2025

Respectfully submitted,

By: /s/ Matthew R. Wilson

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CERTIFICATE OF SERVICE

I certify that on November 7, 2025 the foregoing was filed using the Court's CM/ECF system and will therefore be electronically served to all parties' counsel of record.

/s/ Matthew R. Wilson

Matthew R. Wilson